

Our Terms of Business at ypg.co.nz/terms and these Additional Terms apply to **WebSpace**. Except with respect to clause 23 of our Terms of Business, in the event of any conflict between our Terms of Business and these Additional Terms, these Additional Terms shall take priority.

These Additional Terms were last updated on 23 July 2018.

1. Deliverables

1.1. WebSpace includes:

- (a) a responsive 3 page website;
- (b) content based on your completion of our briefing template;
- (c) registration of your choice of domain name (subject to availability);
- (d) two email addresses configured to your newly-registered domain name. (You acknowledge that where we redirect a website to your existing domain name, we are not able to provide you with any email addresses.);
- (e) basic Search Engine Optimisation ("SEO");
- (f) the implementation of Google Tag Manager;
- (g) the implementation of Google Analytics;
- (h) a Content Management System (**CMS**); and
- (i) access to reporting statistics via the CMS.

1.2. Additional pages, email addresses and the integration of social media functionality are subject to Additional Charges.

1.3. Our website support subscription (either **WebCare** or **WebCare+**) is subject to Additional Charges, and includes:

- (a) website hosting and management;
- (b) domain name management;
- (c) unlimited phone and email support, between 10am and 6.30pm NZT, Monday through Friday (excluding Easter Public Holidays, Anzac Day, Christmas Day and New Year's Day);
- (d) our assisting you with using the CMS;
- (e) our making edits to your website using CMS (at an Additional Charge for WebCare, but included with WebCare+); and
- (f) our making other edits to your website (at an Additional Charge for both WebCare and WebCare+).

1.4. We may refuse to provide websites in relation to certain listings or subject matter.

1.5. Further to clause 11 of our Terms of Business, it is your responsibility to promptly provide all information, assistance, feedback and approvals reasonably required by us to fulfil your website. If you do not respond to any such request within the specified period, we may choose to proceed to the next fulfilment stage of your website.

1.6. On your acceptance of each website (whether express or deemed), we will publish it online and embed a link on each of your relevant listings in our online directories (provided no other website link already exists). We may syndicate your websites in accordance with clause 13 of our Terms of Business.

- 1.7. Where you identify mistakes in any website that are a result of our production process, and are no fault of your own, then (following an appropriate investigation by us) we will make the relevant corrections.
- 1.8. We do not guarantee the continuous availability on the internet (“uptime”) of any hosted website, and may at any time restrict access to or suspend any website to perform maintenance. Third parties control their own services, so access to or integration with such services (including but not limited to social media functionality) are subject to change without warning.
- 1.9. Further to clause 19 of our Terms of Business, we may implement, update and manage tags or code on your websites to maintain website effectiveness, fulfil our other Services for you, for traffic analysis, conversion tracking, site analytics, remarketing, marketing optimisation and other purposes, whether during production of the website or (for websites hosted by Yellow) at any later date.

2. Domain names

- 2.1. Domain names that we register will be held in our name. On termination of a website, you may request the transfer of any applicable domain name. You acknowledge that we may retain registration of any domain name (and withhold the UDAI) where there is any amount owing on your account with us.
- 2.2. Where you wish to use a previously registered domain name with your website, we may (at our discretion) request that the domain name be transferred into our name, for ease of managing your website.

3. Email addresses

- 3.1. Further to clause 19 of our Terms of Business, you acknowledge and accept that by providing you with email addresses, we will be able to access your emails. However, such access is solely for administrative purposes, or at your direction, and is subject to an internal Access Control Policy.

4. Intellectual Property

- 4.1. Subject to clause 2.2, on payment of all charges for a website, the Intellectual Property in that website will vest in you, and the website will be deemed to be Your Material.
- 4.2. Clause 2.1 shall not apply to any material that is not unique to a website or is otherwise adaptable by us to other websites, including but not limited to templates, functionality, CSS or other code, widgets, APIs or other underlying material.
- 4.3. Further to clause 12 of our Terms of Business, you are responsible for all content on your websites, and will ensure that such content complies with all applicable laws and does not violate or infringe the moral, intellectual property, privacy or other rights of any third party.

5. Term and termination

- 5.1. WebCare or WebCare+ subscriptions are provided on a continuing, monthly basis. You may:
 - (a) change from WebCare to WebCare+ at any time;
 - (b) change from WebCare+ to WebCare at any time, provided you have held your WebCare+ subscription for a continual period of at least 3 months; or
 - (c) terminate your subscription in accordance with clause 5 of the Terms of Business.
- 5.2. You may terminate your website at any time in accordance with clause 5.1 of the Terms of Business, but all set up costs are payable pursuant to clause 5.3 of the Terms of Business.